

Control No. 2006002

Recording Requested by
and when Recorded, return to:

CITY OF MILPITAS
455 E. CALAVERAS BOULEVARD
MILPITAS, CA 95035-5479
Attn: City Clerk

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE
§§6103, 27383

17

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

STORMWATER MANAGEMENT FACILITIES OPERATION AND MAINTENANCE AGREEMENT

This Stormwater Management Facilities Operation and Maintenance Agreement ("AGREEMENT") is made and entered into this _____ day of _____, 2006, by and between LB/L – KB Terra Serena LLC, a Delaware LLC (hereinafter referred to as "Property Owner") and the City of Milpitas, a municipal corporation of the State of California ("City").

RECITALS:

This AGREEMENT is made and entered into with reference to the following facts:

WHEREAS, the Permanent Stormwater Pollution Prevention Measures installed (hereinafter referred to as "BMPs" (Best Management Practices)) must be maintained for the development called, Luna at Terra Serena, located at South Abel Street, MILPITAS, Santa Clara County, State of California and more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "property"); and,

WHEREAS, the Property Owner is the owner of real property more particularly described on the attached as Exhibit A; and,

WHEREAS, the City's Stormwater and Urban Runoff Pollution Control Ordinance requires proper operation and maintenance of the BMPs constructed on this property; and,

WHEREAS, the development conditions of approval require that BMPs, as shown on the approved Stormwater Control Plan be constructed and properly operated and maintained by the Property Owner; and,

WHEREAS, the City has approved the Stormwater Control Plan described on Exhibit B prepared by Randall Planning and Design Inc., on the day of January 16, 2006 as this Plan may be subsequently modified from time to time with City's approval; and,

WHEREAS, the Stormwater Control Plan includes an annual inspection checklist for the BMPs constructed on this property, and,

WHEREAS, this Agreement memorializes the Property Owner's maintenance, operations, and inspection obligations under the City's Ordinance and the approved Plans.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

SECTION 1

Responsibility for Operation and Maintenance: The Property Owner will make available copies of the approved Stormwater Control Plan (hereinafter the "Plans") at the site with the facility or property manager and must maintain the BMPs in good working condition acceptable to the City for the life of the project, and in compliance with the Ordinance and the approved Plans.

SECTION 2

Inspection by Property Owner: The Property Owner, at its own expense, shall conduct annual inspections during the month of September or October of each year. The annual inspection report shall include completion of the checklist described in the approved Stormwater Control Plan. The BMPs must be inspected by a qualified independent inspector who is acceptable to the City. The Property Owner must submit the Inspection Report on these BMPs to the City Engineer within 30 days after each inspection. The Annual Inspection Report submitted shall be accompanied by a nonrefundable processing fee per the City's standard fee schedule.

SECTION 3

Facility Inspection by the City: The Property Owner grants permission to the City, its authorized agents and employees, to enter the property, and to inspect the BMPs upon prior notice to the Property Owner when the City deems it necessary to enforce provisions of the City's Stormwater and Urban Runoff Pollution Control Ordinance. The City may enter the premises during normal business hours and with prior notice to inspect the premises and BMP operation, to inspect and copy records related to storm water compliance, and to collect samples and take measurements.

SECTION 4

Failure to Perform Required Facility Repairs or Maintenance by the Property Owner: If the Property Owner, or its successors fail to maintain the BMPs in good working order and in accordance with the approved Plans and the City's Ordinance and such failure continues for ten (10) business days after the date that the City provides Property Owner with written notice of such failure, the City, with prior notice, may enter the property to return the BMPs to good working order. The City is under no obligation to maintain or repair the BMPs, and this Agreement may not be construed to impose any such obligation on the City. If the City, under this section takes any action to return the BMPs to good working order, the Property Owner shall reimburse the City for all the costs incurred by the City. The City will provide the Property Owner with an itemized invoice of the City's costs and the Property will have 30 days to pay the invoice. If the Property Owner fails to pay the invoice within 30 days, the City may secure a lien against the real property of the Property Owner in the amount of such costs. This Section 4 does not prohibit the City from pursuing other legal recourse against the Property Owner.

SECTION 5

Successors and Assigns: This Agreement applies to the Property Owner and its successors. This agreement runs with the land and imposes a continuing obligation on anyone who owns the property. Upon transfer of the property, the Property Owner shall provide to the new owner with the current Plans.

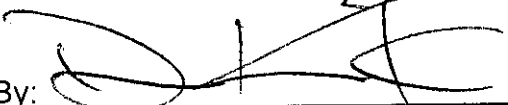
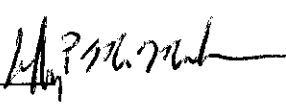
SECTION 6

Indemnity: The Property Owner indemnifies and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the City from the construction, presence, existence or maintenance of the BMPs by the Property Owner, or from any personal injury or property damage that may result from the City entering the property under Section 4. If a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend the claim and any resulting litigation at its own expense. If any judgment is entered against the City, or its authorized agents or employees, the Property Owner must pay all costs and expenses to satisfy the judgment.

The Parties acknowledge and agree that the Property Owner shall exercise and perform all duties and obligations contained in this Agreement until such time as Homeowners' Associations ("HOA") are formed to manage the continuing care, maintenance and condition of the property. Upon formation of the HOA's, the duties and responsibilities of Property Owner contained within this Agreement shall be transferred in writing to the respective HOA's. Property Owner agrees to include in all documents which effect and evidence a transfer of Property Owner's duties and obligations within this Agreement, which may include but shall not be limited to any Covenants, Conditions and Restrictions to which each HOA shall be subject, a transfer of this indemnity and all other duties and obligations of Property Owner within this Agreement. Property Owner shall be subject to this indemnity without interruption until the transfer of all duties and obligations between Property Owner and HOA become effective, or the Covenants, Conditions and Restrictions are recorded, whichever is later.

Severability: Invalidity of any one of the provisions of this Agreement shall in no way effect any other provisions and all other provisions shall remain in full force and effect.

LB/L – KB Terra Serena LLC, a Delaware LLC

By:  
print name:
print title:

CITY OF MILPITAS, A MUNICIPAL CORPORATION:

By: _____
City Manager

By: _____
City Engineer as to content

By: _____
City Attorney as to form

ALL PURPOSE ACKNOWLEDGMENT

State of California)
) s.s.
County of Alameda)

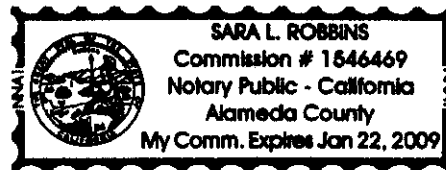
On January 31, 2006, before me,
Sara L. Robbins, Notary Public, personally appeared
Drew Kushnick and Jeffrey P. McMuller,
☒ personally known to me;

_____ or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

Sara L. Robbins
Signature of Notary Public



CAPACITY CLAIMED BY SIGNER:

Though statute does not require the notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

_____ Individual(s)
_____ Corporate Officer(s) Titles _____ and _____
_____ Partner(s) _____ Limited _____ General
_____ Attorney-in-Fact
_____ Trustee(s)
_____ Guardian/Conservator
_____ Other : _____

Signer is representing: _____

ATTENTION NOTARY: Although the information requested below is optional, it could prevent fraudulent attachment of this certificate to unauthorized document.

Title or type of document _____
Number of pages: _____ Date of document: _____
Signer(s) other than named above: _____

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED ABOVE

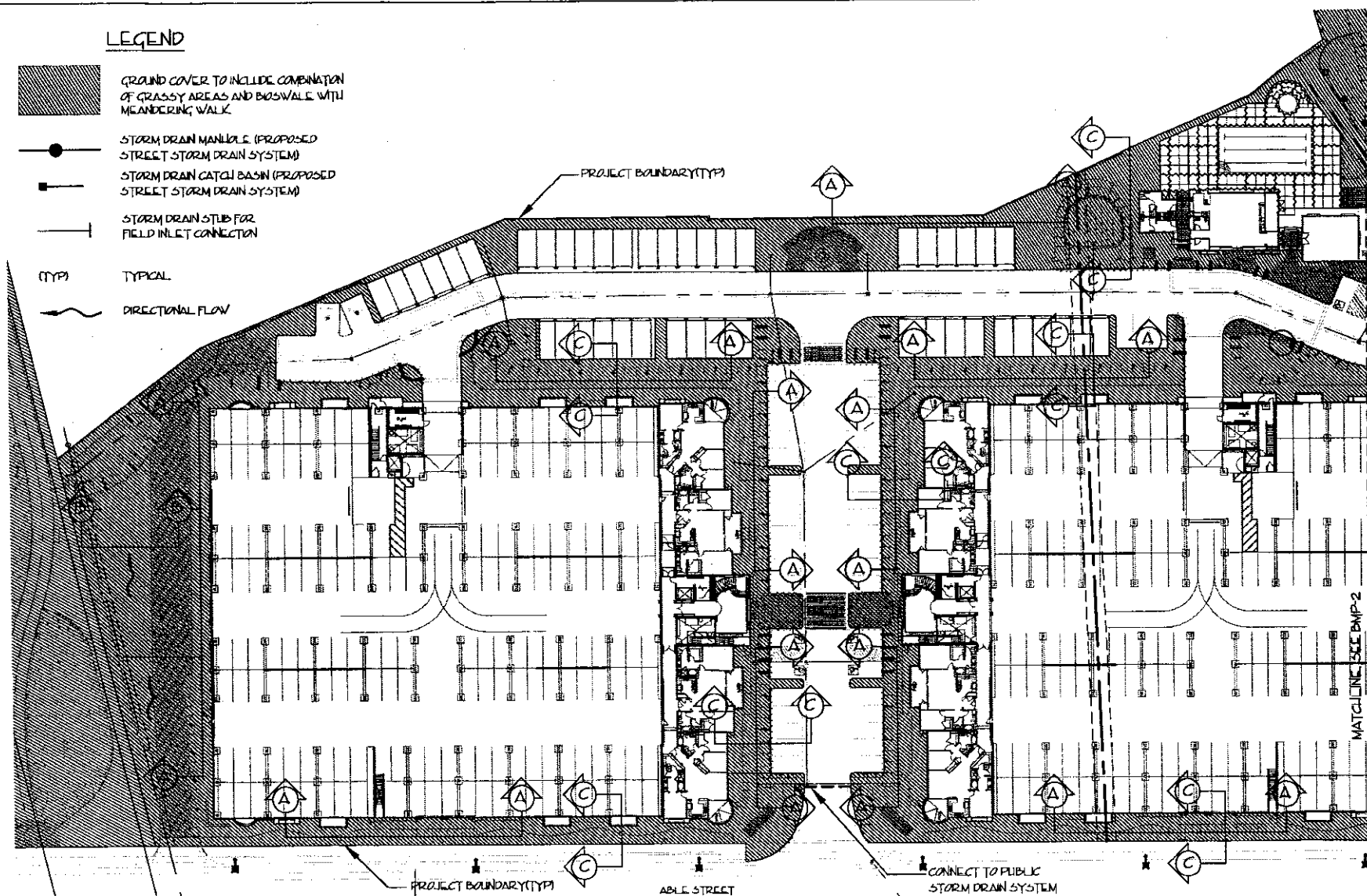
EXHIBIT A
Legal description

Tract No. 9699, as recorded on _____ in
Map Book _____ Pages _____ through _____, Record of Santa
Clara County, California.

EXHIBIT B
StormWater Control Plan

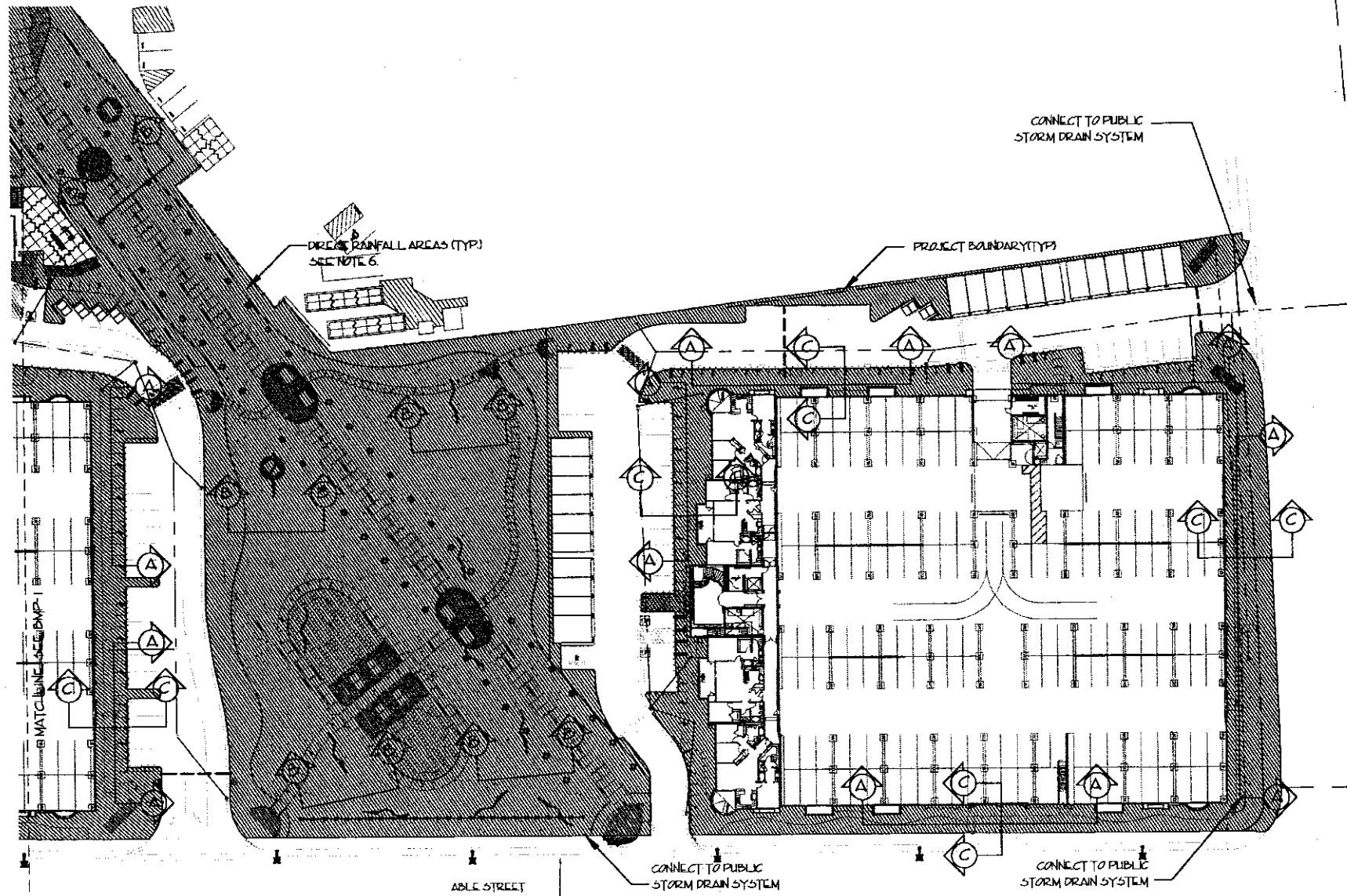
LEGEND

- GROUND COVER TO INCLUDE COMBINATION OF GRASSY AREAS AND BIOSWALE WITH MEANDERING WALK
- STORM DRAIN MANHOLE (PROPOSED STREET STORM DRAIN SYSTEM)
- STORM DRAIN CATCH BASIN (PROPOSED STREET STORM DRAIN SYSTEM)
- STORM DRAIN STUB FOR FIELD INLET CONNECTION
- TYPICAL
- DIRECTIONAL FLOW



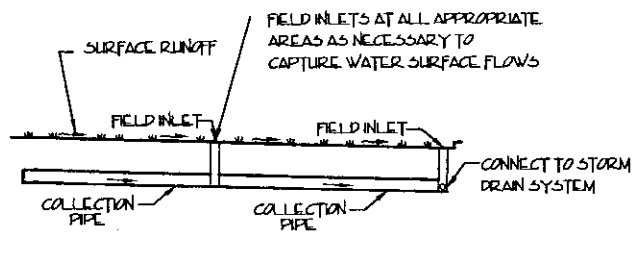
① 9699 RESIDENTIAL POST CONSTRUCTION WATER CONTROL EXHIBIT

PROJECT:	TERRA SERENA 9699	SHEET:	BMP-1
	TITLE POST CONSTRUCTION WATER CONTROL EXHIBIT		
RANDALL PLANNING & DESIGN INC. Landscape Architecture • Golf Facilities Site and Environmental Planning 1425 N. Broadway Suite 200 Walnut Creek, California 94594 Office: (925) 934-0022 Fax: (925) 934-0005		RELEASED FOR CONSTRUCTION: NOT DRAWN BY: BCM	
DATE: 1-16-06		SCALE: 1"=60'-0"	

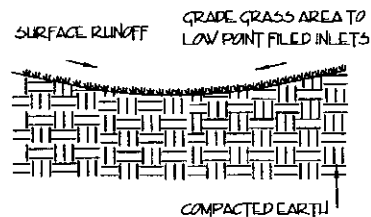


② 9699 RESIDENTIAL POST CONSTRUCTION WATER CONTROL EXHIBIT

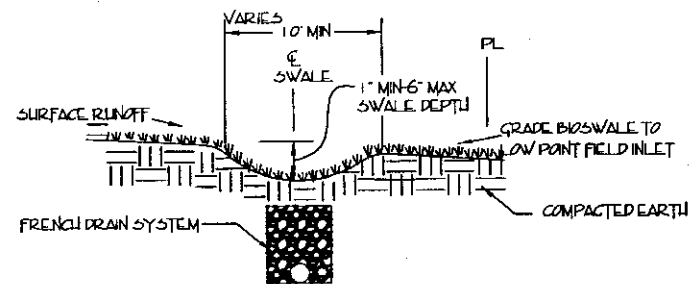
PROJECT: TERRA SERENA 9699 TITLE: POST CONSTRUCTION WATER CONTROL EXHIBIT DATE: 1-16-06	SHEET: BMP-2 RANDALL PLANNING & DESIGN INC. Landscape Architecture • Golf Facilities Site and Environmental Planning 1475 N. Broadway Suite 200 Walnut Creek, California 94594 Office: (925) 934-8022 Fax: (925) 934-8003
SCALE: 1"=60'-0"	RELEASED FOR CONSTRUCTION DRAWN BY:



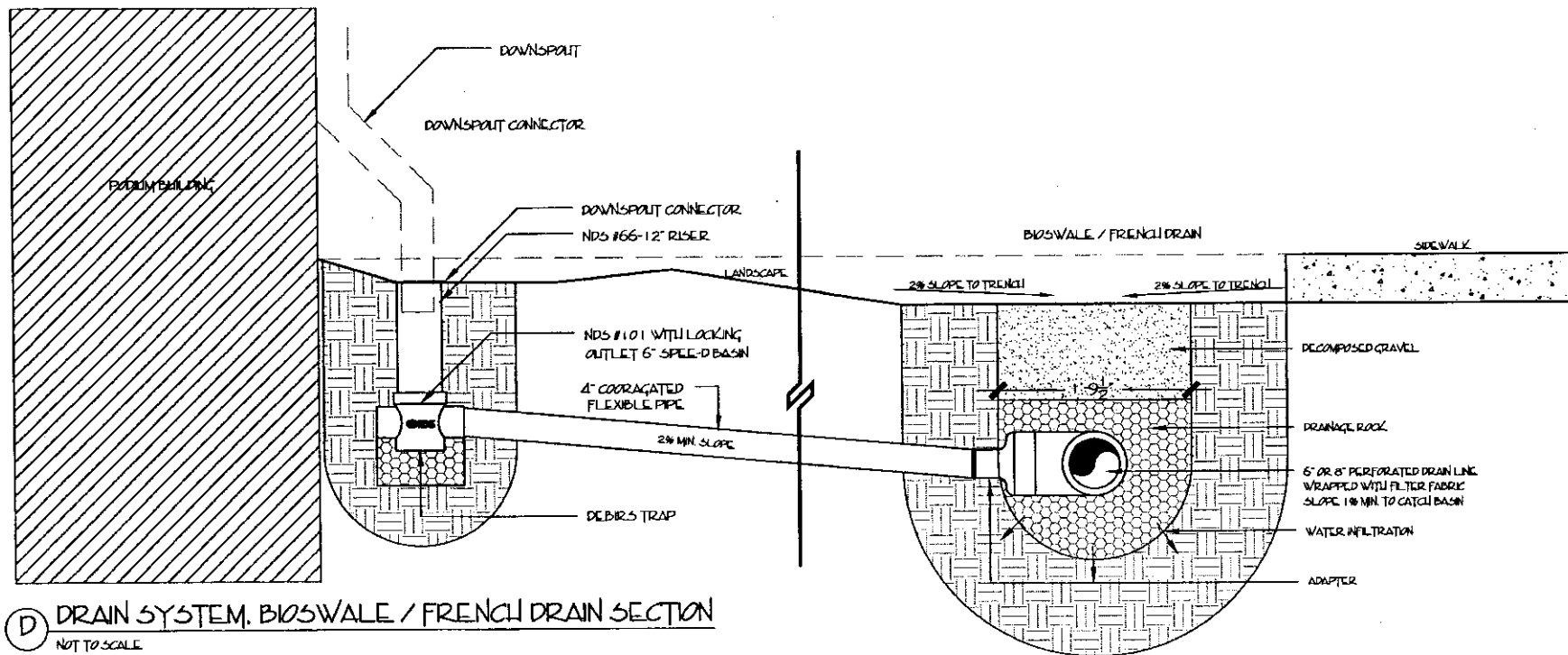
A PROFILE PASED TREATMENT AREAS
NOT TO SCALE



B BIOSWALE SECTION
NOT TO SCALE



C SCHEMATIC BIOSWALE SECTION
NOT TO SCALE



D DRAIN SYSTEM, BIOSWALE / FRENCH DRAIN SECTION
NOT TO SCALE

BMP-3

SHEET:

RELEASED FOR CONSTRUCTION

DRAWN BY:

RANDALL PLANNING & DESIGN INC.
Landscape Architecture • Golf Facilities
Site and Environmental Planning
1475 N. Broadway, Suite 200
Fountain Valley, CA 92708
Office: (949) 941-8002
Fax: (949) 941-8003




PROJECT: TERRA SERENA 9699

TITLE: POST CONSTRUCTION WATER CONTROL EXHIBIT

DATE: 1-16-06 SCALE: NOT TO SCALE

NOTES:

1. AREAS SHOWN AS  INDICATE LOCATION OF ON-SITE SITE BMP'S AS A MEANS OF DRAINAGE CONTROL AND TREATMENT. A PORTION OF THE RUNOFF IS TREATED BY OVERLAND SHEET FLOW THROUGH (INCLUDING, BUT NOT LIMITED TO) GRASSY AREAS, GRASSY SWALES, AND LANDSCAPE AREAS. THE SOIL ON THIS PROJECT CONTAINS HIGH CLAY LEVELS AND IS SUBJECT TO EXPANSIVE SOIL CONDITIONS. THESE BMP'S WILL BE IMPLEMENTED TO ENHANCE SEDIMENT/POLLUTANT REMOVAL. IN ADDITION TO THE GRASS AREAS AND GRASSY SWALES, THE FOLLOWING SITE COMPONENTS ENCOURAGE DRAINAGE CONTROL AND TREATMENT
2. LAWN AREAS WILL RECEIVE SURFACE RUNOFF FROM DIRECT RAINFALL AND SHEET FLOW FROM ADJACENT SIDE WALKS AND PAVE AREAS. WHERE PRACTICAL, BUILDING ROOF WATER WILL BE DIVERTED TO LAWN OR LANDSCAPE AREAS THROUGH SURFACE FLOW. LAWN AREAS ARE SLOPED TO A CATCH BASIN SO THAT THE LAWN CAN FILTER DIRT/SEDIMENT FROM ADJACENT PAVED SHEET FLOW AS WELL AS INCIDENTAL TRASH (LEAVES, CIGARETTE BUTTS, BOTTLE CAPS, GUM WRAPPERS, ETC) THAT WOULD HAVE OTHERWISE GONE DIRECTLY INTO THE PIPE SYSTEM.
3. IMPERVIOUS SURFACES HAVE BEEN REDUCED BY USE OF COMMUNITY LAWN AREAS, COMMUNITY PARK AREAS, AND WALKWAY/LANDSCAPED PUBLIC AREA CORRIDORS.
4. RUNOFF FROM PAVED ROADS IS COLLECTED AT CATCH BASINS AND PIPED TO THE NEAREST PUBLIC STORM DRAIN SYSTEM.
5. THE PROPOSED PROJECT GRADES AT THE NORTH PROPERTY LINE ARE LOWER THAN THE EXISTING GRADES TO COLLECT RUNOFF FROM NEIGHBORING HOMES. RUNOFF ENTERING THE PROJECT FROM THE NORTH PROPERTY LINE WILL BE COLLECTED BY THE ONSITE STORM DRAIN SYSTEM.
6. DIRECT RAINFALL AREAS CONSIST OF SLOPED GROUND (2:1 MAX) WITH A SOIL RETENTION STRUCTURE (RETAINING WALL). RAINFALL ENTERING THESE AREAS WILL BE TREATED AS PART OF THE RETAINING WALL DRAIN SYSTEM (TYPICAL FILTER FABRIC/DRAIN ROCK WRAP).
7. ALL DETAILS ARE SCHEMATIC.

PROJECT:	TERRA SERENA 9699	SHEET:	BMP-4
	TITLE: POST CONSTRUCTION WATER CONTROL EXHIBIT		
DATE:	1-16-06	RELEASED FOR CONSTRUCTION:	
SCALE: NOT TO SCALE		DRAWN BY:	

RANDALL PLANNING & DESIGN INC.
Landscape Architecture • Golf Facilities
Site and Environmental Planning
1472 N. Broadway, Suite 200
Walnut Creek, California 94596
Office: (925) 934-8007
Fax: (925) 934-8000



Subdivider: **KB Home South Bay Inc.**
Project Name: **Terra Serena**

File No.: **100.01.218**
Private Job Account No.: **3160**
Tract/Parcel Map No.: **9699**
Council Approval Date: **2/7/06**
Completion Period: **Per Section C.5**

CITY OF MILPITAS

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT, executed this **7th day of February, 2006**, at Milpitas, California, by and between the CITY OF MILPITAS, a municipal corporation of the State of California, (hereafter referred to as "City") and

LB/L – KB Terra Serena LLC, a Delaware LLC

(hereafter referred to as "SUBDIVIDER"):

RECITALS

- A. SUBDIVIDER desires to subdivide certain land in the CITY in accordance with a map filed with the City Council of the CITY, marked and designated **Tract No. 9699 (Terra Serena)**.
- B. The Parties acknowledge that SUBDIVIDER and CITY have entered into a reimbursement agreement which makes funds available to SUBDIVIDER for the costs of making the improvements identified in this Agreement, Santa Clara County/Milpitas Redevelopment Agency Infrastructure Escrow Account, Escrow No. 6119900-001. The Parties further acknowledge that SUBDIVIDER'S obligation to construct all of the improvements identified in this Agreement is independent of the funds available to SUBDIVIDER in the aforementioned Escrow Account.
- C. Said map shows certain streets and easements which are offered for dedication for public use.

NOW, THEREFORE, in consideration of the mutual covenants terms and conditions herein contained, and for other valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows:

- 1. SUBDIVIDER agrees that it will construct at its sole cost and expense, which includes but is not limited to funds available through the escrow identified in Recital B above, all those certain improvements listed in the Public Improvement Plan and Specifications for:
 - I. **Tract 9699 Terra Serena (Improvement Plan 2-1049)**
 - II. **Survey Monumentation Tract 9699**including setting survey monuments and identified by Private Job Account No. **3160** (hereby referred to and made a part hereof the same as if set forth at length herein).
- 2. No improvement work shall be undertaken by SUBDIVIDER until all plans and specifications have been submitted to the City Engineer and have been approved by him in writing nor shall any change be made in said plans and specifications or in the work of improvement to be done under them without the prior written approval of CITY.
- 3. SUBDIVIDER agrees that said improvements will be constructed under and subject to the inspection of and to the satisfaction of the City Engineer.

4. SUBDIVIDER agrees that it will construct said improvements in accordance with the requirements set forth in said "Improvement Plans and Specifications" referred to above, all applicable ordinances, resolutions and orders of CITY enacted or adopted by said City Council as amended or revised as of the date hereof, and governing statutes of the State of California or of the United States of America.
5. All said improvements shall be completed and ready for final inspection by the City Engineer within:
- I. 24 months of the date of execution of this Agreement,
 - II. prior to City issuance of Occupancy Permit Final inspection of the last residential building, or
 - III. as dictated in the Conditions of Approval
- whichever occurs first. If SUBDIVIDER shall fail to complete the work required by this Agreement within same time, CITY may, at its option, and after giving ten (10) days written notice thereof to SUBDIVIDER, complete the same and recover the full cost and expense thereof from SUBDIVIDER.
6. Upon the execution of this Agreement, SUBDIVIDER shall file and submit security to CITY as obligee in the penal sum (in aggregate) of:

I.	Tract 9699 Terra Serena	\$557,800
II.	Tract 9699 Survey Monumentation	\$6,000
	Total	\$563,800

Five hundred fifty seven thousand and eight hundred dollars (\$557,800), conditioned upon the full and faithful performance of each of the terms, covenants, and conditions of this Agreement and conditioned upon the full and faithful performance of any and all improvement work required hereunder. The security may be in the form of separate performance bonds for each of the improvements required herein, provided that the aggregate of all such bonds totals Five hundred sixty three thousand and eight hundred dollars (\$563,800).

7. In the event that SUBDIVIDER fails to perform any obligation on its part to be performed hereunder, SUBDIVIDER agrees to pay all costs and expenses incurred by CITY in securing performance of such obligation, and if suit be brought by CITY to enforce this Agreement, SUBDIVIDER, agrees to pay costs of suit and reasonable attorney's fees to be fixed by the Court.
8. Upon the execution of this Agreement, SUBDIVIDER shall file and submit security to CITY, as obligee, in the penal sum (in aggregate) of Five hundred fifty seven thousand and eight hundred dollars (\$557,800), inuring to the benefit of any contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the cost of labor and materials furnished in connection with any and all improvement work required hereunder. The security may be in the form of separate payment bonds for each of the improvements required herein, provided that the aggregate of all such bonds totals Five hundred sixty three thousand and eight hundred dollars (\$563,800).
9. SUBDIVIDER agrees to pay all costs for labor or materials in connection with the work of improvement hereunder.
10. Any faithful performance security required hereunder shall be reduced to 10% of the security's original value for one year after the date of final completion and initial acceptance of said work to fulfill the one-year maintenance guarantee period for said improvements.
11. Prior to commencing any work, SUBDIVIDER, agrees to obtain an Encroachment Permit from the Engineering Division and at SUBDIVIDER's expense, provide CITY with a duplicate public general liability and automobile liability insurance policy with endorsements showing the CITY as additional insured which insures CITY, its officers and employees against liability for injuries to persons or

property (with minimum coverage of \$1,000,000 for each person and \$1,000,000 for each occurrence and \$1,000,000 for property damage for each occurrence) in connection with work performed by, for or on behalf of SUBDIVIDER. Said Policy shall: (a) be issued by an insurance company authorized to transact business in the State of California; (b) be written on the Standard California Comprehensive General Liability Policy Form which includes, but is not limited to property damage, and bodily injury; (c) be written on an occurrence basis; (d) require thirty (30) days prior written notice to CITY of cancellation or coverage reduction; (e) provide that it is full primary coverage so that if said CITY, its officers and employees have other insurance covered by said policy, said other insurance shall be excess insurance; (f) provide that said CITY, its officers and employees shall not be precluded from claims against other insured parties thereunder; (g) be maintained in effect until final acceptance of SUBDIVIDER's improvements. If SUBDIVIDER does not comply with the provisions of this paragraph, City may (at its election and in addition to other legal remedies) take out the necessary insurance, and SUBDIVIDER shall forthwith repay City the premium therefor.

12. SUBDIVIDER agrees that any general contractor engaged by the SUBDIVIDER for any work of improvement under this Agreement will have:

- a) In full force and effect, Worker's Compensation Insurance as shown by a Certificate of Worker's Compensation Insurance issued by an admitted insurer. Said Certificate shall state that there is in existence a valid policy of Worker's Compensation Insurance in a form approved by the California Insurance Commissioner. The certificate shall show the expiration date of the policy, that the full deposit premium on the policy has been paid and that the insurer will give CITY at least thirty (30) days prior written notice of the cancellation or coverage reduction of the policy.

or

- b) In full force and effect, a Certificate of Consent to Self-Insure issued by the Director of Industrial Relations and certified by him to be current, together with a Declaration under penalty of perjury in a form satisfactory to the City Attorney that said Certificate is in full force and effect and that the SUBDIVIDER or its general contractor shall immediately notify the CITY in writing in the event of its cancellation or coverage reduction at any time prior to the completion of all work of improvement.

13. SUBDIVIDER agrees to indemnify and save harmless CITY, City Council, City Engineer or any other officer or employee of CITY from any and all costs, expenses, claims, liabilities or damages, known or unknown, to persons or property heretofore or hereafter arising out of or in any way connected with the act, omission or negligence of SUBDIVIDER, its officers, agents, employees, contractors or subcontractors or any officer, agent or employee thereof.

14. SUBDIVIDER agrees to comply with all special conditions and notes of approval for this development, pay all fees, and costs and expenses incurred by CITY in connection with said subdivision (including, but not limited to: office check of maps and improvement plans, field checking, staking and inspection of street monuments, construction water, wet taps, testing and inspection of improvement). SUBDIVIDER shall maintain Private Job Account No. 3160 for this purpose with additional deposits as required by CITY.

A. Fees to be paid upon execution of this agreement:

- | | | | |
|----|---|-------------------|------------|
| a) | Plan-check and Inspection (Partial Deposit) | (PJ3169-13-2500) | \$0.00 |
| b) | Right-of-Way Reimbursement Fee | (310-3614-XXXX50) | <u>N/A</u> |

c)	Other <u>Traffic Impact Fee</u>	(100-3718)	<u>Paid</u>
Sub-total			\$0.00

B. Fees to be paid at the time of building permit issuance:

a)	Water Connection Fee ((\$350 per lot (3 lots) and \$8 x 1,302 LF)	(402-3715)	<u>\$11,466</u>
b)	Potable Water Meter Fee (3-6" dom, 3-5/8 FS and 2-21/2" Irrig)	(400-3662)	<u>\$21,076.76</u>
c)	Recycled Water Meter Fee	(406-3622)	<u>N/A</u>
d)	Sanitary Sewer Connection Fee ((\$200 lots (3 lots) and \$3 x 1,302 LF)	(452-3715)	<u>\$4,506</u>
e)	Sewer Treatment Plant Fee (315 multi-units x \$690)	(452-3714)	<u>\$217,350</u>
f)	Sewer Bypass Benefit Fund	(HA1320-2500)	<u>Paid</u>
g)	Storm Drain Connection Fee	(340-3711)	<u>N/A</u>
h)	Parksite Fee	(320-3712)	<u>Paid</u>
i)	Hillside Water Reimbursement	(HA1324-2500)	<u>N/A</u>
Sub-total			\$254,398.76
Total			\$254,398.76

15. Upon completion of the work and before City Initial Acceptance of the work thereof, SUBDIVIDER shall provide the City a complete original mylar of "Record Drawing" showing all the changes from the original plan.
16. Upon completion of the work, and before City Council final acceptance thereof, SUBDIVIDER shall be billed for and pay the outstanding balance of the project's private job account or shall be refunded the difference between the amount of City costs and expenses in each instance and the amount of said remittance.
17. If any of the improvements to be completed by SUBDIVIDER as required by this Agreement cannot be completed because SUBDIVIDER or the CITY lacks sufficient interest or title in the land on which the improvements are to be constructed, SUBDIVIDER agrees to complete any such improvement at such time as the CITY acquires an interest in the land that will permit the improvements to be made. Notwithstanding this requirement, prior to issuance of any building occupancy/final inspection for the residential development West of Abel Street which exceeds 50 percent of the residential units on the West side of Abel Street, the proposed public streets A, B and C., including the traffic signal, shall be constructed to the satisfaction of the City Engineer.

SUBDIVIDER will pay all costs necessary for the acquisition of any easement or right-of-way, including all engineering fees and costs, environmental clean-up fees and costs, legal fees and costs, and other incidental costs sustained by CITY in connection with said acquisition, which may include eminent domain proceedings and any condemnation award and damages (including all costs awarded in said eminent domain proceedings). SUBDIVIDER further agrees that prior to the institution of any eminent

domain proceedings and upon ten (10) days written notice from CITY, SUBDIVIDER will deposit such sums as are determined by City Council to be necessary to defray said fees, costs, awards, and damages.

18. City will accept on behalf of the public, the dedication of the streets, and easements offered for dedication, and will supply water for sale to and within said subdivision, provided however, that as a condition precedent to said initial acceptance and to supplying water, SUBDIVIDER shall perform the covenants, terms and conditions of this Agreement.
19. SUBDIVIDER hereby irrevocably offers to convey title of the water and sanitary sewer mains and lines, and appurtenances constructed in or for said subdivision to CITY. Upon final acceptance of said improvements by CITY, said title will be deemed to be accepted by CITY in the event that title has not previously passed to CITY by operation of law.
20. SUBDIVIDER agrees to comply with all requirements set forth on **Exhibit "A"** (attached hereto, hereby referred to and made a part hereof).
21. This Agreement shall be deemed to include any final conditions imposed by CITY upon the approval of the tentative and final maps related to public improvements of said subdivision.
22. SUBDIVIDER agrees that, upon ten (10) days written notice from CITY, it will immediately remedy, restore, repair or replace, at its sole expense and to the satisfaction of City Engineer, all defects, damages or imperfections due to or arising from faulty materials or workmanship appearing within a period of one-year after the date of initial acceptance of all said improvements. If SUBDIVIDER shall fail to remedy, restore, repair, or replace said defects, damages or imperfections as herein required, CITY may at its option, do so and recover the full cost and expense thereof from SUBDIVIDER.
23. This Agreement shall bind the heirs, administrators, executors, successors, assigns and transferees of SUBDIVIDER. It is agreed and understood that the covenants in this Agreement shall run with the land and are for the benefit of the other lands in the CITY OF MILPITAS, and are made by SUBDIVIDER expressly, its heirs, administrators, executors, successors, assigns and transferees and to the CITY, its successors and assigns.
24. Nothing contained in this Agreement shall be construed to be a waiver, release or extension of any provision heretofore required by ordinance, resolution or order of the City Council of the CITY.
25. Time shall be of the essence of this Agreement. All covenants herein contained shall be deemed to be conditions. The singular shall include the plural; the masculine gender shall include the feminine and neuter gender. All comments presented by SUBDIVIDER hereunder shall be subject to approval of the City Attorney as to form.

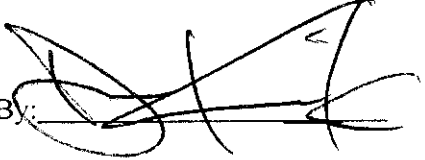
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.


*Signed and Sealed this _____ day of _____, 2006.

CITY OF MILPITAS

By: _____ ** Attach proper acknowledgment.
Charles Lawson, City Manager

Subdivider: **LB/L – KB Terra Serena LLC, a Delaware LLC**

By:  ** Attach proper acknowledgment.
(Typed Name and Capacity/Title)

By:  ** Attach proper acknowledgment.
(Typed Name and Capacity/Title)

APPROVED AS TO FORM THIS

_____ day of _____, 2006

By: _____
City Attorney

APPROVED AS TO SUFFICIENCY THIS

_____ day of _____, 2006

By: _____
Greg Armendariz, City Engineer

* Date should be same as date on Page 1 of 6.

** It is essential that the signatures be acknowledged before a California Notary Public and attach proper acknowledgment.

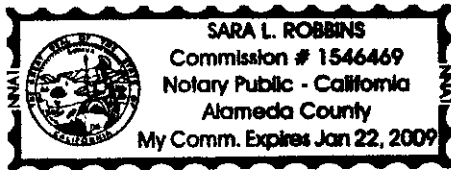
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda

SS.

On January 31, 2006 before me, Sara L. Robbins, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Drew Kusnick and Jeffrey P. McMuller
Name(s) of Signer(s)



☒ personally known to me

☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Place Notary Seal Above

Sara L. Robbins

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: City of Milpitas Subdivision Improvement Agreement

Document Date: 2/7/2006

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

EXHIBIT "A"

1. The Subdivider agrees to complete necessary Water Service Agreements, and pay the water meter and connection fees prior to Building Permit issuance.
2. The Subdivider agrees to complete the construction of all public improvements and settings of all Survey Monuments before the City issuance of the Occupancy Permit/Final Inspection of the last residential building.

The Subdivider agrees to comply with the special conditions and notes of approval for this Subdivision.

SOUTHERLY BRASS DISK IN MONUMENT WELL AT THE INTERSECTION OF ABEL STREET AND CORNING AVENUE LABELED "ABC-COR", ELEVATION = 17.124' (NGM129).

PROPOSED	DESCRIPTION	EXISTING
	TRACT PROPERTY	
	RIGHT-OF-WAY	
	LOT LINE	
	CONTOURLINE	
	FACE OF CURB	
	STONE BRIDGE	
	IMPERVIOUS SEWER	
	SEWER	
	RETAINED WALL	
	SEWERAGE LINE	
	CONCRETE LINE	
	PAVEMENT LINE	
	RETAINING WALL	
	RETAINING FOUNDATION	
	ROCK	
	GLASS PAUL	
	CONTOUR	
	FENCE	
	STREET SLOPE	
	GRAPIC	
	EXIST. BRIDGE	
	CONCRETE STRUCTURE	
	GRAVEL CRACK SURFACE	
	DECOMPOSE PLASTER	
	WATER MAIN	
	PIPE PROPERTY	
	WATER MAIN	
	WATER AIR RELIEF VALVE	
	WATER MAIN	
	SEWERAGE SEWER LATERAL	
	ELECTRIC	
	STREET NAME SIGN	
	SEW	
	LOT NUMBER	

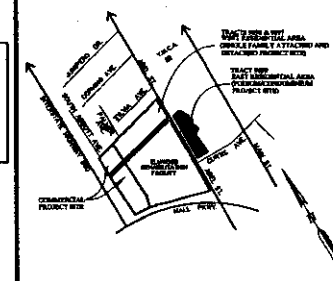
<u>CITY OF MILPITAS STANDARD DETAILS</u>	
<u>EMPL. NOS.</u>	<u>CITY OF MILPITAS GENERAL DEPARTMENT</u>
<u>7000</u>	<u>LOCATION OF EMPLOYMENT</u>
<u>7001</u>	<u>TECHNICAL CONSTRUCTION</u>
<u>7220</u>	<u>PAVEMENT RESTORATION</u>
<u>7221</u>	<u>SAFETY & STORM WATERSHEDS</u>
<u>7222</u>	<u>LAND CUTTER</u>
<u>6907</u>	<u>RECREATIONAL, SOCIAL</u>
<u>6908</u>	<u>COMMERCIAL/INDUSTRIAL UNIVERSITY WITH CAMPUS RETURN</u>
<u>7223</u>	<u>TRUCK DRIVING SCHOOL</u>
<u>7224</u>	<u>SUBWAY TRANSIT LARDA (COMMERCIAL-INDUSTRIAL)</u>
<u>7225</u>	<u>TRUCK WAREHOUSE INDUSTRIAL</u>
<u>7226</u>	<u>LOCATION OF SERVICE</u>
<u>7227</u>	<u>NET DUMP</u>
<u>7228</u>	<u>LOCATION OF 3 TO 4 IN EACH COMPANY WATER NET</u>
<u>7229</u>	<u>DEVELOPER CRACK WATER INSTALLATION</u>
<u>7230</u>	<u>RECEIVED PAVEMENT PAVEMENT, BACKFLOW PREVENTER</u>
<u>7231</u>	<u>WATER RESERVE VALUE</u>
<u>7232</u>	<u>CONSTRUCTION BUILT BY A & A VACUUM RESERVE VALUE</u>
<u>7233</u>	<u>2" FLOW UP</u>
<u>7234</u>	<u>2" FLOW UP</u>
<u>7235</u>	<u>2" FLOW UP</u>
<u>7236</u>	<u>2" FLOW UP</u>
<u>7237</u>	<u>2" FLOW UP</u>
<u>7238</u>	<u>2" FLOW UP</u>
<u>7239</u>	<u>2" FLOW UP</u>
<u>7240</u>	<u>2" FLOW UP</u>
<u>7241</u>	<u>2" FLOW UP</u>
<u>7242</u>	<u>2" FLOW UP</u>
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<u>7245</u>	<u>2" FLOW UP</u>
<u>7246</u>	<u>2" FLOW UP</u>
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<u>7250</u>	<u>2" FLOW UP</u>
<u>7251</u>	<u>2" FLOW UP</u>
<u>7252</u>	<u>2" FLOW UP</u>
<u>7253</u>	<u>2" FLOW UP</u>
<u>7254</u>	<u>2" FLOW UP</u>
<u>7255</u>	<u>2" FLOW UP</u>
<u>7256</u>	<u>2" FLOW UP</u>
<u>7257</u>	<u>2" FLOW UP</u>
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<u>7259</u>	<u>2" FLOW UP</u>
<u>7260</u>	<u>2" FLOW UP</u>
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<u>7263</u>	<u>2" FLOW UP</u>
<u>7264</u>	<u>2" FLOW UP</u>
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<u>7279</u>	<u>2" FLOW UP</u>
<u>7280</u>	<u>2" FLOW UP</u>
<u>7281</u>	<u>2" FLOW UP</u>
<u>7282</u>	<u>2" FLOW UP</u>
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<u>7287</u>	<u>2" FLOW UP</u>
<u>7288</u>	<u>2" FLOW UP</u>
<u>7289</u>	<u>2" FLOW UP</u>
<u>7290</u>	<u>2" FLOW UP</u>
<u>7291</u>	<u>2" FLOW UP</u>
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<u>7293</u>	<u>2" FLOW UP</u>
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<u>7295</u>	<u>2" FLOW UP</u>
<u>7296</u>	<u>2" FLOW UP</u>
<u>7297</u>	<u>2" FLOW UP</u>
<u>7298</u>	<u>2" FLOW UP</u>
<u>7299</u>	<u>2" FLOW UP</u>
<u>7300</u>	<u>2" FLOW UP</u>

LOCATION OF UTILITIES
LOCATION OF UTILITIES SHOWN IS ONLY
APPROXIMATE. DETERMINATION OF THE
ACTUAL LOCATION IS THE RESPONSIBILITY
OF THE CONTRACTOR.
U.S.A. 1-800-527-2000



TERRA SERENA
MILPITAS, CALIFORNIA

**CITY APPROVAL OF THESE
PLANS IS LIMITED TO THE
CONSTRUCTION OF WET
UTILITIES ONLY
(* = APPLICABLE SHEETS)**



SHEET INDEX

<u>SHEET NO.</u>	<u>COUL PLANS</u>	<u>TITLE</u>
# 1	1	TITLE SHEET
# 2	2	NOTES SHEET
# 3	3	DETAILS SHEET
# 4	4	TYPICAL SECTIONS
# 5-6	5-6	HORIZONTAL CONTROL PLAN
# 7	7	SYSTEMS MAP
# 8-10	8-10	PLAN AND PROFILE
15-17	15-17	GRADING PLAN
18	18	SIGNING AND STIPPLES
# 19	19	GROUND CONTROL PLAN
# 20	20	ERRORS NOTES AND DETAILS
# 21	21	BEST MANAGEMENT PRACTICES

LANDSCAPE PLANS	TITLE
1.0	TITLE SHEET
1.1	NOTES AND LEGEND
1.2-1.3	GRADING PLAN
1.4-1.9	LAYOUT PLAN
1.10-1.16	CONSTRUCTION DETAILS
1.17	IRRIGATION ORDNANCE 230
1.18	IRRIGATION NOTES AND LEGEND
1.19-1.22	IRRIGATION PLAN AND DETAILS
1.23-1.29	PLANTING PLAN
SLC1	STRUCTURAL DETAILS

<u>JOINT TRENCH PLANS</u>	<u>TITLE</u>
JOINT TRENCH PLAN	
DEFERRED SUBMITTALS TO THESE PLANS.	
1	JOINT TRENCH PLANS
2	STREET LIGHT PLANS
3	SITE ELECTRICAL (INCLUDING STEP LIGHTS, BOLLARDS)
4	SITE GAS PIPING PLAN

ABBREVIATIONS

[illegible]

SITE PRE-CONSTRUCTION NOTICE

NOTIFY THE PUBLIC WORKS INSPECTOR 48 HOURS IN ADVANCE OF STARTING THE WORK FOR THIS PROJECT

PLEASE CALL 408-586-2884

SCOPE OF WORK

- 1) SANITARY SEWER, STORM DRAIN, & WATER UTILITIES.
- 2) FINAL GRADING.
- 3) ROAD IMPROVEMENTS INCLUDING CURB, GUTTER, & SIDEWALK.
- 4) LANDSCAPE - SEE LANDSCAPE PLANS FOR SPECIFIC SCOPE OF WORK.
- 5) OTHER DEFERRED SUBMITTALS AS SHOWN ON SHEET INDEX.

THESE UTILITY PLANS CONTAIN ALL INFORMATION FOR ALL UTILITY INFRASTRUCTURE NEEDED FOR RESIDENTIAL AND STREET USE.

STREETS - PRIVATE STREETS (HOA)
WATER - PUBLIC (CITY OF MILPITAS)
SEWER - PUBLIC (CITY OF MILPITAS)
STORM DRAIN - PRIVATE (HOA)

***WET UTILITIES ONLY**

82 JAMES M. DURAN R.C.E. 0076 EXPIRES JUNE 30, 2000 041

RECOMMENDATION FOR APPROVAL:

Papering _____ **Date** _____
(NAME AND DATE)

Fate _____ **Dance** _____

Education _____ **Dance** _____

Record Breakers

To be completed prior to acceptance of work by this City

Signature & Seal	Date
P.E. No. _____ Exp. _____	
Public Works Inspector:	

Revisions

[illegible]

**CITY OF MILPITAS
ENGINEERING DIVISION**

Project No.	0100
City No.	0000
If changes in this plan are approved by the City Engineer	
Project Engineer Date	

SPECIAL INFORMATION: States please sign national and
local to be by substantial agreement with the water
and persons of the geological engineering report
dated _____, registered by _____
\$ 62,000 on underwritten

LAUREN E. ROBINSON
(Name) _____ Date _____
Firm: **LOWNEY ASSOCIATES**
Address: **403 CLINT AVENUE**
MOUNTAIN VIEW CA 94045-2208
Telephone: **(415) 967-5786**

CIVIL ENGINEER: I hereby declare that I am the engineer of record for this project, that I have exercised responsible charge over the design of the project as defined in section 8703 of the Uniform and Professional Codes, and that the design is consistent with current standards. The design shown herein is preliminary and responsible and does not represent any design changes from any adjacent properties nor increase drainage to adjacent properties. The design included calculations and techniques to reduce quantity and improve the quality of storm water runoff, as required by SDGCS. I understand that the check of project drawings and specifications by the City of Baltimore is confined to a review only and does not

SIGNATURE _____ JAMES M. DURAN R.O.E. 00679 EXPRES-ANE 30, 2008
Firm _____ P.F.
Address _____
Telephone (Local) _____

OWNERS' STATEMENT

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE, OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON: THAT THEY ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY; THAT THEY CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINGUISHING BORDER LINE. THE UNDERSIGNED HEREBY OFFER FOR DEDICATION TO THE CITY OF MILPITAS FOR PUBLIC USE FOR OPERATION, ALTERATION, RELOCATION, MAINTENANCE, REPAIR AND REPLACEMENT OF ALL PUBLIC SERVICE FACILITIES AND THEIR APPURTENANCES, OVER, UNDER, ALONG AND ACROSS THE FOLLOWING:

1. "LOT A" SHOWN AS "CURTIS AVENUE" FOR STREET AND PUBLIC UTILITY PURPOSES.
2. EASEMENTS FOR PUBLIC SERVICE UTILITY EASEMENT PURPOSES (PSUE). [1A] [1B] [1C] [1E] [1F] [1G] [1H] [1I] [1J] [1K] [1L] [1M] [1N] [1O] [2A] [2B] [2C] [2D] [2E] [2F] [2G] [2H] [2I] [2J] [2K] [2L] [2M] [3A] [3B] [3C] [3D] [3E] [3F] [3G] [3H] [3I] [3J] [3K] [3L] AND [3M]
3. EASEMENTS FOR EMERGENCY VEHICLE ACCESS EASEMENT PURPOSES (EAE). [1B] [1H] AND [3B]

THE ABOVE MENTIONED EASEMENTS (PSUE, EAE) SHALL REMAIN OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT PUBLIC SERVICE AND PUBLIC UTILITY STRUCTURES AND THEIR APPURTENANCES, IRRIGATION SYSTEMS AND THEIR APPURTENANCES AND LAWFUL FENCES. UNOBSTRUCTED CONTINUOUS ACCESS SHALL BE MAINTAINED AT ALL TIMES.

"LOT B" IS RESERVED FOR PUBLIC PARK PURPOSES AND SHALL BE CONVEYED IN FEE TO THE CITY OF MILPITAS BY SEPARATE DOCUMENT.

AND THE UNDERSIGNED HEREBY RETAIN FOR THE PRIVATE USE OF THE LOT OWNERS WITHIN THIS SUBDIVISION, THEIR LICENSES, VISITORS AND TENANTS, WITH MAINTENANCE BY THE HOMEOWNERS ASSOCIATION AS STATED IN THE COVENANTS, CONDITIONS AND RESTRICTIONS IS AS FOLLOWS:

1. "LOT C" FOR PRIVATE PARK PURPOSES.
2. EASEMENTS FOR INGRESS AND EGRESS (IEE). [1H] AND [3B]
3. EASEMENTS FOR PRIVATE STORM DRAINAGE PURPOSES (PSDE). [1B] [1D] [1H] [1M] [3B] AND [3M]

OWNER:

LB/L-KB TERRA SERENA LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: LBREP LAKESIDE TERRA SERENA LLC,
A DELAWARE LIMITED LIABILITY COMPANY

ITS: MANAGING MEMBER

BY: _____

NAME: _____

TITLE: AUTHORIZED SIGNATORY

OWNER ACKNOWLEDGMENT:

STATE OF CALIFORNIA } ss.
COUNTY OF _____

ON _____, 2006, BEFORE ME _____, PERSONALLY
APPEARED _____

PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

NOTARY'S SIGNATURE _____

NAME OF NOTARY (PLEASE PRINT) _____

PRINCIPAL COUNTY OF BUSINESS: _____

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

TRUSTEE'S STATEMENT

THE UNDERSIGNED, FIRST AMERICAN TITLE, AS TRUSTEE UNDER THAT CERTAIN DEED OF TRUST RECORDED NOVEMBER 10, 2005, AS DOCUMENT NO. 18674193, OFFICIAL RECORDS OF SANTA CLARA COUNTY, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP, "TRACT 9699, TERRA SERENA", AND JOINS IN ALL DEDICATIONS THEREON.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS EXECUTED THIS STATEMENT ON _____, 2006 BY ITS DULY AUTHORIZED OFFICERS AS TRUSTEE:

FIRST AMERICAN TITLE

BY: _____ TITLE: _____

TRUSTEE ACKNOWLEDGMENT:

STATE OF CALIFORNIA } ss.
COUNTY OF _____

ON _____, 2006, BEFORE ME _____, PERSONALLY
APPEARED _____

PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

NOTARY'S SIGNATURE _____

NAME OF NOTARY (PLEASE PRINT) _____

PRINCIPAL COUNTY OF BUSINESS: _____

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

TRUSTEE'S STATEMENT

THE UNDERSIGNED, FIRST AMERICAN TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION, AS TRUSTEE UNDER THAT CERTAIN DEED OF TRUST RECORDED NOVEMBER 10, 2005, AS DOCUMENT NO. 18674194, OFFICIAL RECORDS OF SANTA CLARA COUNTY, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP, "TRACT 9699, TERRA SERENA", AND JOINS IN ALL DEDICATIONS THEREON.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS EXECUTED THIS STATEMENT ON _____, 2006 BY ITS DULY AUTHORIZED OFFICERS AS TRUSTEE:

FIRST AMERICAN TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION

BY: _____ TITLE: _____

TRUSTEE ACKNOWLEDGMENT:

STATE OF CALIFORNIA } ss.
COUNTY OF _____

ON _____, 2006, BEFORE ME _____, PERSONALLY
APPEARED _____

PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

NOTARY'S SIGNATURE _____

NAME OF NOTARY (PLEASE PRINT) _____

PRINCIPAL COUNTY OF BUSINESS: _____

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

CITY CLERK'S CERTIFICATE

I, MARY LAVELLE, CITY CLERK OF THE CITY OF MILPITAS, CALIFORNIA, HEREBY CERTIFY THAT SAID CITY COUNCIL, AS GOVERNING BODY OF SAID CITY AT A REGULAR MEETING HELD ON _____, 20____, HAS TAKEN THE FOLLOWING ACTIONS:

1. APPROVED THIS TRACT MAP NO. 9699, TERRA SERENA.
2. ACCEPTED, SUBJECT TO IMPROVEMENT, ON BEHALF OF THE PUBLIC THOSE PARCELS OF LAND OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF OFFER OF DEDICATION TO WIT:

a. "LOT A" SHOWN AS "CURTIS AVENUE" FOR STREET AND PUBLIC UTILITY PURPOSES

b. EASEMENTS FOR PUBLIC SERVICE UTILITY EASEMENT PURPOSES (PSUE). [1A] [1B] [1C] [1E] [1F] [1G] [1H] [1I] [1J] [1K] [1L] [1M] [1N] [1O] [2A] [2B] [2C] [2D] [2E] [2F] [2G] [2H] [2I] [2J] [2K] [2L] [2M] [3A] [3B] [3C] [3D] [3E] [3F] [3G] [3H] [3I] [3J] [3K] [3L] AND [3M]

c. EASEMENTS FOR EMERGENCY VEHICLE ACCESS EASEMENT PURPOSES (EAE). [1B] [1H] AND [3B]

PURSUANT TO SECTION 66499.20 1/2 OF THE SUBDIVISION MAP ACT, THE FILING OF THIS MAP SHALL CONSTITUTE ABANDONMENT OF THE FOLLOWING:

THE STREET RIGHT-OF-WAY EASEMENT GRANTED TO THE CITY OF MILPITAS IN THE DEED RECORDED AUGUST 3, 1994 IN BOOK N546, PAGE 1530, OFFICIAL RECORDS OF SANTA CLARA COUNTY, CALIFORNIA.

THE PUBLIC SERVICE UTILITY AND SLOPE EASEMENT GRANTED TO THE CITY OF MILPITAS IN THE DEED RECORDED AUGUST 3, 1994 IN BOOK N546, PAGE 1525, OFFICIAL RECORDS OF SANTA CLARA COUNTY, CALIFORNIA.

DATED: _____

MARY LAVELLE
CITY CLERK, CITY OF MILPITAS

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20____, AT _____ M. IN BOOK OF MAPS _____, AT
PAGES _____, SERIES NUMBERS _____, AT THE REQUEST OF FIRST
AMERICAN TITLE.

SEE _____

BRENDA DAVIS, RECORDER
SANTA CLARA COUNTY, CALIFORNIA

BY: _____
DEPUTY

**TRACT 9699
TERRA SERENA
FOR CONDOMINIUM PURPOSES**

CITY OF MILPITAS
SANTA CLARA COUNTY, CALIFORNIA

A SUBDIVISION OF THE PARCEL OF LAND DESCRIBED IN
THE DEED RECORDED AS DOCUMENT #18674191, OFFICIAL
RECORDS OF SANTA CLARA COUNTY, CALIFORNIA

Prepared By:
RUCHERI-JENSEN-AZAR & ASSOCIATES
2055 Camino Arroyo, Gilroy, CA 95020
JANUARY 2005

JOB #032011

SHEET 1 OF 8 SHEETS